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**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF BANKING**

PA DEPT OF BANKING

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF BANKING, BUREAU  
OF SUPERVISION AND ENFORCEMENT**

**DOCKET No. 08-0001 (CO)**

v.

**WINDSOR JEWELS OF PENNSYLVANIA  
INC. (THE) d/b/a DIAMOND  
CHECK CASHING**

**CONSENT AGREEMENT AND ORDER**

The Commonwealth of Pennsylvania, acting through the Department of Banking, (the "Department"), Bureau of Examinations, has conducted an examination of Windsor Jewels of Pennsylvania Inc. (The) d/b/a Diamond Check Cashing ("Diamond"), and its officers, employees and directors. Based on the results of the exam, the Bureau of Supervision and Enforcement (the "Bureau") believes that Diamond operated in violation of the Check Casher Licensing Act (the "CCLA"), 63 P.S. § 2301 et seq. The parties to the above captioned matter, in lieu of litigation, hereby stipulate that the following statements are true and correct in the settlement of the above-captioned matter and, intending to be legally bound, hereby agree to the terms of this Consent Agreement and Order (the "Order").

**BACKGROUND**

1. The Department is the Commonwealth of Pennsylvania's administrative agency authorized and empowered to administer and enforce the CCLA.
2. The Bureau is primarily responsible for administering and enforcing the CCLA for the Department.

3. Diamond is licensed as a check casher, license no 10388, with its principal place of business located at 6730 New Falls Road, Levittown, PA 19057 (the "Principal Place") and licensed branch locations at:

- a. 7100 New Falls Road, Levittown, PA 19057;
- b. 5809 Bensalem Boulevard, Bensalem, PA 19020;
- c. 229 Plaza Boulevard, Morrisville, PA 19067;
- d. 946 E. Bristol Road, Oakford, PA 19053;
- e. 1320 Chester Pike, Sharon Hill, PA 19079;
- f. 2314 E. Westmoreland Street, Philadelphia, PA 19134; and
- g. 4261 Frankford Avenue, Philadelphia, PA 19134.

4. The locations listed in Paragraph 3 are the only licensed locations for Diamond.

5. Between July 23, 2007 and August 8, 2007, an examination of Diamond was conducted by the Department (the "Examination").

6. As a result of the Examination, the Bureau alleges that Diamond had been cashing checks for a fee at 2822 N. Broad Street, Philadelphia, PA 19132 (the "Philadelphia Location").

7. The Philadelphia Location is a licensed location for another licensed check casher (the "Licensee") but not of Diamond.

8. Diamond had entered into a management agreement (the "Management Agreement") with the Licensee to operate the Philadelphia Location while the license application Diamond had submitted for the Philadelphia Location was being reviewed by the Licensing Division of the Department.

9. Paragraph 4 of the Management Agreement provides that Diamond shall operate the Philadelphia Location under the Licensee's license and with Licensee's funds.

10. Paragraph 11 of the Management Agreement provides that Diamond will use the Licensee's money to cash checks and that all checks cashed will be endorsed with the Licensee's name

11. As a result of the Examination, the Bureau alleges that Diamond had violated the Management Agreement because:

a. Diamond began cashing checks for a fee on behalf of the Licensee before the effective date of the Management Agreement;

b. Diamond's name and company logo appear in the Licensee's storefront window had a banner reading "Now Open Under New Management";

c. consumer receipts have Diamond's name rather than the Licensee;

d. all checks cashed are endorsed with Diamond's name and not the Licensee's;

e. daily transaction records and summary reports are in Diamond's name and not the Licensee's;

f. store records are being kept with Diamond's other business records and not with the records of the Licensee;

g. checks are being cashed with Diamond's funds and not the Licensee's;

and

h. cashed checks are deposited into Diamond's accounts and not the Licensee's.

12. Section 301(a) of the CCLA provides, in relevant part, that "[n]o person or business entity shall engage in the business of cashing checks for a fee without first obtaining a license under this act for each fixed location or mobile unit." 63 P.S. § 2311(a).

13. Section 304(g) provides that a check cashing "license shall not be transferable or assignable" and that "[o]wnership shall not be changed under the existing license. 63 P.S. § 2314(g).

14. The Bureau alleges that Diamond cashed 541 checks for a fee from the Philadelphia Location in violation of the Management Agreement.

15. Section 104(1) of the CCLA grants the Department the authority to issue orders as necessary for the administration and enforcement of the CCLA. 63 P.S. § 2304(1)

16. Representatives of Diamond have not admitted to any violations but have indicated that, if there were any violations, such violations were unintentional.

#### VIOLATION

17. The Bureau alleges that Diamond is in violation of Section 301(a) of the CCLA by cashing checks for a fee from the Philadelphia Location when it was not licensed to do so. 63 P.S. § 2311(a).

#### RELIEF

18. Corrective Action. Diamond does not admit to any wrongdoing regarding the Department's allegations as stated above, however for settlement purposes, Diamond agrees that upon the Effective Date of this Order:

a. Diamond shall cease cashing checks for a fee at the Philadelphia Location in its own name unless and until such time as the Philadelphia Location is a licensed location of Diamond;

b. All signage at the Philadelphia Location shall be in the Licensee's name and not Diamond's until such time as the Philadelphia Location is a licensed location of Diamond;

- c. All checks shall be stamped using Licensee's name and then endorsed to Diamond for wholesale check cashing;
- d. All receipts shall be in Licensee's name; and
- e. Diamond shall keep all records separate from its licensed locations.

19. Diamond agrees to voluntarily withdraw its pending license application for the Philadelphia Location for a period of 90 days. Diamond can continue to operate the Philadelphia Location under the Management Agreement if:

- a. the provisions of Paragraph 18 of this Order are met;
- b. Diamond reapplies for licensure at the expiration of the 90 day period; and
- c. until a determination of Diamond's new license application is made.

20. If Diamond does not reapply for licensure or the new license application is denied, Diamond shall cease operating at the Philadelphia Location.

**FURTHER PROVISIONS**

21. Consent. Diamond hereby, knowingly, willingly, voluntarily and irrevocably consents to the entry of this Order pursuant to the Bureau's order authority under the CCLA and agrees that it understands all of the terms and conditions contained herein. Diamond, by voluntarily entering into this Order, waives any right to a hearing or appeal concerning the terms, conditions and/or penalties set forth in this Order.

22. Publication and Release. Diamond consents to the publication and release of this Order.

23. Entire Agreement. This Order contains the whole agreement between the parties. There are no other terms, obligations, covenants, representations, statements, conditions, or

otherwise, of any kind whatsoever concerning this Order. This Order may be amended in writing by mutual agreement by the Bureau and Diamond.

24. Binding Nature. The Bureau, Diamond, and all officers, owners, directors, employees, heirs and assigns of Diamond intend to be and are legally bound by the terms of this Order.

25. Counsel. This Order is entered into by the parties upon full opportunity for legal advice from legal counsel.

26. Effectiveness. Diamond hereby stipulates and agrees that the Order shall become effective on the date that the Bureau executes the Order (the "Effective Date").

27. Other Enforcement Action.

a. The Department reserves all of its rights, duties, and authority to enforce all statutes, rules and regulations under its jurisdiction against Diamond in the future regarding all matters not resolved by this Order.

b. Diamond acknowledges and agrees that this Order is only binding upon the Department and not any other local, state or federal agency, department or office regarding matters within this Order.

c. This Order pertains only to the matters contained in this Order.

d. This Order shall not negatively impact any future license applications that Diamond may submit.

28. Authorization. The parties below are authorized to execute this Order and legally bind their respective parties.

29. Counterparts. This Order may be executed in separate counterparts and by facsimile.



30. Titles. The titles used to identify the paragraphs of this document are for the convenience of reference only and do not control the interpretation of this document.

WHEREFORE, in consideration of the foregoing, including the recital paragraphs, the Bureau and Diamond intending to be legally bound do hereby execute this Consent Agreement and Order.

**FOR THE COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF BANKING  
BUREAU OF SUPERVISION  
AND ENFORCEMENT**

James Keiser, Administrator  
Bureau of Supervision and  
Enforcement  
Department of Banking

Date: January 2, 2008

**ROB WINDSOR/TUNNELS OF PENNSYLVANIA INC. (THE)**

KEITH YANTES  
(Print Officer Name)

WCO-PRES  
(Title)

Date: 12/27/07